

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.

★ MAR 30 2006 ★

BROOKLYN OFFICE

J & J SPORTS PRODUCTIONS, INC.,
as Broadcast Licensee of the May 28, 2005
CHAVEZ/ROBINSON Program,

Plaintiff,

-against-

DEFAULT JUDGMENT

Civil Action No. CV-05-5369-JBW-JMA
Hon. Jack B. Weinstein

BASILIO C. LLENAS, Individually, and d/b/a
FERNANDEZ GROCERY STORE a/k/a
FERNANDEZ GROCERY, and FERNANDEZ
GROCERY STORE a/k/a FERNANDEZ
GROCERY,

Defendants.

The Summons and Complaint in this action having been duly served upon the
Defendants, **BASILIO C. LLENAS, Individually, and d/b/a FERNANDEZ GROCERY**
STORE a/k/a FERNANDEZ GROCERY, and FERNANDEZ GROCERY STORE a/k/a
FERNANDEZ GROCERY, on December 1, 2005, and said Defendants having failed to plead
or otherwise appear in this action,

NOW, on motion of JULIE COHEN LONSTEIN, of counsel to LONSTEIN LAW
OFFICE P.C., attorneys for the Plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that Defendant, any of his servants,
employees, agents, persons acting in concert with him or acting on his behalf are hereby
permanently enjoined and restrained from engaging in the unauthorized reception and
interception, whether by air or cable, of Plaintiff's programming, signals or services, or in aiding
and abetting any such acts, and are hereby permanently enjoined and restrained from connecting
to, attaching, splicing into, tampering with or in any way using Plaintiff's cable wiring without
Plaintiff's authorization, and are hereby permanently enjoined and restrained from
manufacturing, selling, purchasing, obtaining, using, or possessing any device or equipment
capable of unscrambling, intercepting, receiving, decoding, transmitting, providing, or making
available all or part of Plaintiff's programming or services without Plaintiff's express
authorization, it is further,

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ORDERED AND ADJUDGED that J & J Sports Productions, Inc., the Plaintiff, does recover jointly and severally of **BASILIO C. LLENAS, Individually,**

- 1) under 605(e)(3)(C)(i)(II) in the sum of TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)
- 3) and under 605(e)(3)(B)(iii) costs and Attorney fees of NINE HUNDRED AND TWENTY SIX (\$926) DOLLARS

and it is further

ORDERED AND ADJUDGED that J & J Sports Productions, Inc., the Plaintiff, does recover jointly and severally of **FERNANDEZ GROCERY STORE a/k/a FERNANDEZ GROCERY**

- 1) under 605(e)(3)(C)(i)(II) in the sum of TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for increased damages for Defendant's willful violation of 605(a)
- 3) and under 605(e)(3)(B)(iii) costs and Attorney fees of NINE HUNDRED AND TWENTY SIX (\$926) DOLLARS

and it is further

ORDERED AND ADJUDGED that pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, there is no just reason for delay in this Default Judgment as the interest of justice require the issuance of judgment as requested without further delay.

Dated: 3/21, 2006


HONORABLE JACK B. WEINSTEIN
United States District Judge